

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

WASTE CONNECTIONS, INC.

Defendant.

**CIVIL ACTION NO.:
14:14-cv-02775**

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission (hereinafter, the "EEOC") against Waste Connections, Inc., (hereinafter, the "Defendant") pursuant to Section 107(a) of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12117(a) (hereinafter, the "ADA"), and the Civil Rights Act of 1991, 42 U.S.C. § 1981(a) to remedy the alleged wrongful employment practices identified in the Complaint filed in this action.

This Court has jurisdiction of the subject matter of this action and of the parties to this action.

The Commission alleged in this civil action that the Defendant acted unlawfully by discriminating against John A. Frame on the basis of his relationship to his wife, who was suffering from cancer, in violation of the ADA. In its Complaint, the Commission sought make-whole relief including, but not limited to, compensatory damages, punitive damages, injunctive, and other affirmative relief. The Defendant denies the allegations made by the Commission, and disputes and denies any liability to the Commission or to any other persons. All of the parties to this action desire to avoid the additional expense, delay, and uncertainty that would result from

the continuance of this litigation and desire to formulate a plan to be embodied in this Consent Decree which will promote and effectuate the purposes of the ADA.

This Court has reviewed the terms of the proposed Consent Decree in light of the pleadings and the applicable law and regulations, and has approved this Consent Decree as one which will promote and effectuate the purposes of the ADA.

Now, therefore, this Court, being fully advised in the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. NON-DISCRIMINATION PROVISION

Defendant, including its officers, agents, managers, supervisors, successors and assigns, is enjoined in accordance with the ADA from discriminating against an individual because of association with a person with a disability. Defendant agrees to comply with the ADA in that all employment practices, including hiring, termination, and promotion, and all other terms and conditions of employment shall continue to be conducted in a manner that does not discriminate on the basis of an individual's association with a person with a disability.

II. NON-RETALIATION PROVISION

Defendant, including its officers, agents, managers, supervisors, successors and assigns, is enjoined from retaliating against any person because that person is a beneficiary of this Consent Decree, or has provided information or assistance, or has participated in any other manner, in any investigation or proceeding relating to this Consent Decree.

III. NOTICES TO BE POSTED: INSTRUCTION TO MANAGEMENT

Defendant shall keep posted at its facility the Notice required to be posted pursuant to Section 105 of the ADA, and, for at least eighteen (18) months immediately following the entry of this Decree, shall also keep conspicuously posted a copy of the Notice, attached as Exhibit A to this Decree, at its facility in The Woodlands, Texas. Within forty-five (45) days from the entry

of this decree, Defendant shall instruct its management and supervisory personnel at its The Woodlands facility regarding the full meaning of this Notice. The posting required by this paragraph shall be conspicuously made on bulletin boards or locations selected so that each employee at The Woodlands facility can observe the posting when at the facility. Defendant shall certify the completion of the posting and instruction to the Commission within forty-five (45) days from the entry of this Consent Decree. All written certifications required by this Section shall be addressed to Robert Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street, Suite 4R30, Atlanta, Georgia 30303.

Defendant shall not withhold the right of the Commission to enter upon Defendant's facility in The Woodlands, with reasonable advance notice and at mutually agreed upon times, to monitor compliance with this Section. Should the Notice become defaced, marred, or otherwise unreadable, Defendant shall ensure that a new, readable copy of the Notice is posted in the same manner as heretofore specified.

IV. REPORTING REQUIREMENT

For the duration of the term of this Decree, Defendant agrees that any complaint arising at its facility in The Woodlands, Texas, and brought to the attention of management by any employee(s) against any other employee(s) or manager(s) alleging discrimination against an individual because of association with a person with a disability shall be reported to the Commission. Every six (6) months for the duration of this Consent Decree, Defendant shall certify, in affidavit form, a summary report addressed to the Regional Attorney specifying whether an employee has complained of discrimination because of association with a person with a disability. If an employee has so complained, then the summary report shall state in written affidavit form the following:

- (a) The date of the complaint or report,

- (b) The name of the person making the complaint or report,
- (c) The name and title of the person against whom the complaint or report was made,
- (d) The nature of the complaint or report,
- (e) The name and title of the Defendant's official who learned of the complaint or report,
- (f) What, if any, action was taken by Defendant in response to the complaint or report (e.g. employee discipline), and

(g) A detailed narrative of how the complaint or report was resolved by Defendant. The report should be addressed to the Regional Attorney in the EEOC's Atlanta District Office at the above-referenced address.

V. CHARGING PARTY'S INDIVIDUAL RELIEF:
MONETARY RELIEF

Defendant, in settlement of all alleged claims, agrees to provide to Charging Party John A. Frame a one-time payment in the amount of \$45,000, if, no later than twenty days after the signing and entry of this Consent Decree by the Court, Mr. Frame signs and returns a Release of Claims (attached hereto), to Robert Dawkins, Regional Attorney, in the EEOC Atlanta District Office, 100 Alabama Street, Suite 4R30, Atlanta, Georgia 30303. If Mr. Dawkins timely receives the signed Release, he shall, within 10 days of receipt of the signed Release, send the signed Release to Patrick J. Shea, Senior Vice President, General Counsel & Secretary, 3 Waterway Square Place, Suite 110, The Woodlands, TX, 77380. Thereafter, within 10 days of Mr. Shea receiving the signed Release from Mr. Dawkins, Defendant shall send Mr. Frame the preceding payment.

VI. TRAINING

Defendant shall, in an appropriate location, hold training sessions for all of its managers and supervisory personnel employed at its facility in The Woodlands, Texas, the cost of which is

to be borne by Defendant. Said training sessions shall address the Defendant's and its employees' equal employment opportunity obligations pursuant to the ADA, including, but not limited to, Defendant's obligation not to retaliate against any employee in violation of the ADA. The above referenced training shall be completed within twelve (12) months of the Court's entry of this Consent Decree. On or before that date, Defendant shall certify to the Regional Attorney that such training has been completed.

Defendant shall provide written certification to the EEOC of training completed pursuant to this Section within thirty (30) days following completion of training. The certification shall include the names and qualifications of the person(s) providing instruction, names and job titles of attendees, length of training, training topics, and any other pertinent information about the training. If written training materials are utilized, the Commission shall be supplied with a copy prior to the training.

VII. PROCEDURE FOR ENFORCING COMPLIANCE

The Commission will attempt to resolve any dispute regarding the enforcement of this Consent Decree by informal mediation and consultation before seeking enforcement through the judicial process. The Commission will notify Defendant in writing by certified mail to Patrick J. Shea, Senior Vice President, General Counsel & Secretary, 3 Waterway Square Place, Suite 110, The Woodlands, TX, 77380 if it has any reason to believe that any action or omission by Defendant is in violation of the Consent Decree. Defendant shall have thirty (30) days after the receipt of such notification to cure any such alleged deficiency, and to notify the Commission, by written report addressed to the Regional Attorney for the EEOC's Atlanta District Office, of the measures taken to cure the alleged deficiencies. If upon receipt of Defendant's report, the Commission concludes that the deficiency has not been satisfactorily cured by the Defendant, the Commission shall seek to resolve the alleged deficiency through good faith conciliation or

mediation. If the alleged deficiency is not resolved within thirty (30) days after the initiation of such good faith conciliation or mediation process, then the Commission may seek enforcement of this Consent Decree through the judicial process. Notwithstanding any of the foregoing, nothing in this agreement shall be deemed to prohibit any matter which occurred during the term of this Decree and which constitutes a dispute, as contemplated by Section VII, from being fully and completely processed in the manner described in Section VII, even though the dispute is not resolved within thirty (30) days of the termination of this Decree.

VIII. COMPLIANCE OFFICIAL

Patrick J. Shea shall be responsible for coordinating and overseeing Defendant's compliance with this Consent Decree. Defendant shall retain the right to shift Defendant's compliance responsibility with this Decree to another individual, and shall notify the EEOC within ten (10) days of any such assignment.

IX. TERMS OF DECREE - PERIOD OF JURISDICTION

This Consent Decree shall continue to be effective and binding upon the parties to this action for a period of twenty-four (24) calendar months immediately following the entry of the Decree, provided that all remedial benefits required hereby, have been received or offered prior to its expiration and provided further, that all required reports and certifications are submitted at least thirty (30) days before the expiration date of the Consent Decree. If required reports are not submitted within thirty (30) days of the expiration date or if the remedial benefits are not received or offered, the Consent Decree will be automatically extended until these provisions are completed.

This Court shall retain jurisdiction over this action for the purposes of clarifying and enforcing this Consent Decree and for any other appropriate or equitable purposes for twenty-four (24) calendar months from the date of entry of this Consent Decree unless the Court acts or

the EEOC has, prior to the expiration of said twenty-four (24) month period, moved to enforce compliance with the Consent Decree. If this Court acts or the EEOC has moved to enforce compliance with this Consent Decree within this period, this Court shall retain jurisdiction of this action until all issues relating to all such motions which are made during the twenty-four (24) month period have been resolved. Therefore, this Court shall retain jurisdiction over this action, as described above, and shall dismiss this cause with prejudice in accordance with Court procedures.

X. OTHER ACTIONS

The EEOC shall not commence or prosecute against Defendant any action or other proceeding based upon any claims, demands, causes of action, obligations, damages, or liabilities that arise out of EEOC Charge Number 415-2013-00931 or this lawsuit. This Consent Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against Defendant in accordance with standard EEOC procedures, and to commence civil actions pursuant to Section 17(a) of the ADA on any such charge. Nothing in this Consent Decree shall be construed to limit or reduce Defendant's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, or the regulations promulgated pursuant thereto. Nothing herein shall preclude the EEOC from bringing an action to enforce the provisions of this Consent Decree.

XI. COSTS AND ATTORNEY FEES

The EEOC and Defendant shall each bear their own respective costs and attorney's fees for this action.

The parties hereto and undersigned attorneys of record for the EEOC and Defendant in the above-styled action, hereby, consent to the entry of the foregoing Consent Decree.

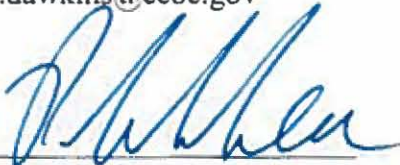
BY CONSENT

Counsel for Plaintiff:


Robert Dawkins
Regional Attorney
Georgia Bar No. 076206

EEOC-ATLANTA DISTRICT OFFICE
100 Alabama Street, SW
Suite 4R30
Atlanta, Georgia 30303
(404) 562-6818 - phone
(404) 562-6905 - fax
robert.dawkins@eeoc.gov

Defendant:


Waste Connections, Inc.
By: Patrick J. Shea, Senior Vice President,
General Counsel and Secretary

APPROVED, DONE, and SIGNED this ____ day of _____, 2015.

District Judge
U.S. District Court
Southern District of Texas, Houston Division

NOTICE

1. This Notice is being posted to all employees of Waste Connections, Inc. at its The Woodlands, Texas facility (hereinafter the "Company").
2. Federal Law requires, in general, that there be no discrimination against any employee or applicant for employment because of the person's race, color, religion, sex, pregnant condition, national origin, disability, or age with respect to hiring, firing, compensation or other terms, conditions, or privileges of employment.
3. The Company supports and will comply with such Federal Law in all respects and will not take any action against employees because of their sex, pregnant condition, race, color, religion, national origin, disability, age, or because they have exercised their rights under the law.
4. Employees should feel free to report instances of discriminatory treatment to management officials at any time. The company has established policies and procedures to promptly investigate any such reports and to protect the person making the reports from retaliation, including retaliation by the person allegedly guilty of the discrimination. Individuals are also free to make complaints about employment discrimination to the United States Equal Employment Opportunity Commission, in person or by telephone at 1-800-669-6820.

This notice will remain posted for eighteen (18) months, until _____ 2017.

Signed this _____ day of _____, 2015.

Waste Connections, Inc.

By: Patrick J. Shea, Senior Vice President, General
Counsel and Secretary

DO NOT REMOVE THIS NOTICE UNTIL

_____ 2017